

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE N/A		PAGE 1 OF 2 PAGES	
2. AMENDMENT/MODIFICATION NO. 0008		3. EFFECTIVE DATE 02 FEB 26		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable) SPEC. NO. 1183	
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
DEPARTMENT OF THE ARMY U.S. ARMY ENGINEER DISTRICT, SACRAMENTO DEPARTMENT OF THE ARMY U.S. ARMY ENGINEER DISTRICT, SACRAMENTO SACRAMENTO, CALIFORNIA 95814-2922SACRAMENTO,				DISTRICT ENGINEER U.S. ARMY ENGINEER DISTRICT, SACRAMENTO 1325 J STREET SACRAMENTO, CALIFORNIA 95814-2922 ATTN: CONTRACTING DIVISION			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(✓)		9A. AMENDMENT OF SOLICITATION NO.	
				×		DACW05-02-B-0001	
						9B. DATED (SEE ITEM 11) 01 DEC 14	
						10A. MODIFICATION OF CONTRACTS/ORDER NO. N/A	
CODE				FACILITY CODE		10B. DATED (SEE ITEM 13) N/A	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers

☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

GUADALUPE RIVER PROJECT, CONTRACT 3B (SANTA CLARA STREET TO PARK AVENUE)
SAN JOSE, CALIFORNIA

1 ENCL

1) REVISED PAGE: **02950-11.**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
<div style="border-top: 1px solid black; width: 100%; margin-bottom: 5px;"></div> (Signature of person authorized to sign)		BY <div style="border-top: 1px solid black; width: 100%; margin-bottom: 5px;"></div> (Signature of Contracting Officer)	

Removal of stakes and ties from trees prior to inspection for final acceptance. Dispose of all stakes and ties.

3.13 FINAL ACCEPTANCE

3.13.1 A preliminary inspection with the Contracting Officer shall be conducted one month before the end of the maintenance period, to determine any deficiencies in the planting and landscaping installation. Deficiencies include any tree or other plant which is not healthy. The Contractor shall correct these deficiencies.

3.13.2 A final inspection at the end of the maintenance period shall be held with the Contracting Officer. If the planting and landscaping installation is acceptable, a letter acknowledging completion of the maintenance work will be issued by the Contracting Officer. With this letter, the Contractor's maintenance responsibility for the project ceases. If the installation is not acceptable, the maintenance period will be extended. The maintenance work includes work on irrigation and turf installations; if the maintenance period extends work in any of these areas, it extends work in all of these areas.

3.14 WARRANTY AND REPLACEMENT

The warranty period begins at the end of the maintenance period. The warranty period continues for 6 months. During the warranty period, trees shall be healthy. Any trees that are not healthy shall be replaced promptly by the Contractor. Replacements shall be of same species and size and where in a formal arrangement, replacements shall be of same size, spread and character as other trees in the formal arrangement. A six (6) month maintenance period shall also be provided for each replacement tree, beginning after the planting of a replacement tree.

3.15 PAYMENT

3.15.1 *Contract Grown Stock*

All Plant material designated as C.G. on plans are contract grown and will be provided by the Contracting Officer to the contractor. Contractor shall be responsible for the proper of contract grown stock as noted below in the pay items 3.15.2, 3.15.3 and 3.15.4.

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3.15.2 *Trees, Contract Grown 15 Gallon*

Payment for installation of contract grown 15 gallon trees will be made on a unit price per each tree for bid item, "Tree, 15 Gallon Installation Only" which price include all labor, equipment, materials for the tree, installation of the tree, planting pit, backfill mix*, staking, and fertilizer. Price does not include 15 gallon tree as it is provided to the contractor.*

3.15.3 *Trees, Contract Grown 24" Box*

Payment for installation of contract grown 24" Box trees will be made on a unit price per each tree for bid item, "Tree, 15 Gallon Installation Only" which price include all labor, equipment, materials for the tree, installation of the tree, planting pit, backfill mix*, staking, and fertilizer. Price does not include 24" Box tree as it is provided to the contractor.*

3.15.4 *Shrubs, Contract Grown 1 Gallon*